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WISCONSIN EMPLOYMENT  
RELATIONS COMMISSION

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In the Matter of Mediation/Arbitration  
between

TRI-COUNTY HUMAN SERVICES CENTER

and

LOCAL 360-A, AFSCME, AFL-CIO

\* \* \* \* \*

MED/ARB 1500

Decision No. 19550-A

Appearances:

Mr. Paul A. Hahn, Attorney, Boardman, Suhr, Curry & Field;  
Mr. Pearce Konold, Tri-County Director; for the  
Employer.

Mr. David Ahrens, District Representative; Mr. David Zeller,  
Mental Health Technician I; Ms. Daphne Copeland,  
Mental Health Technician I; Mr. Keith Keller, Mental  
Health Technician I; Ms. Barbara Gartland, Mental  
Health Technician II; Ms. Pamela Brouillard, Mental  
Health Technician I; for the Union.

Mr. Neil M. Gundermann, Arbitrator.

ARBITRATION AWARD

Tri-County Human Services Center, Reedsburg, Wisconsin,  
hereinafter referred to as the Employer, and Local 360-A, AFSCME,  
AFL-CIO, hereinafter referred to as the Union, were unable to  
arrive at an agreement on the terms of a new collective bargaining  
agreement. The parties selected the undersigned through the  
appointment procedures of the Wisconsin Employment Relations  
Commission to act as mediator-arbitrator in order to resolve the  
dispute. A mediation session was held on June 18, 1982 at the  
Employer's offices, and when an impasse still existed after  
mediation, an arbitration hearing was held on July 23, 1982.  
The parties filed post-hearing briefs.

Background:

The instant dispute involves the salary increases to be  
granted four classifications: Social Worker II, Social Worker I,  
Mental Health Technician II, and Mental Health Technician I. The  
Mental Health Technician positions are paraprofessional clinical  
positions requiring graduation from an accredited four-year  
college, preferably with a major in one of the social sciences.  
There were 8 Social Worker II's, 3 Social Worker I's, 1 Mental  
Health Technician II, and 8 Mental Health Technician I's at the  
time of the arbitration hearing.

The 1981 Salary Schedule was as follows:

	<u>Social Worker II</u>	<u>Social Worker I</u>	<u>Mental Health Tech. II</u>	<u>Mental Health Tech. I</u>
Start	17,798	16,507	11,900	11,058
6 mos.	19,187	17,798	12,495	11,611
1 yr.	19,592	18,175	12,870	11,958
2 yr.	20,005	18,559	13,255	12,317
3 yr.	20,426	18,952	13,653	12,687
4 yr.	20,857	19,351		
5 yr.	21,350	19,706		
6 yr.	21,742	20,166		
7 yr.	22,200	20,601		
8 yr.	22,667	21,035		
9 yr.	23,143	21,476		

FINAL OFFERS OF THE PARTIES:

Employer's Final Offer

Social Workers	5% effective 1/1/82
Mental Health Technicians	5% effective 1/1/82
	2% effective 7/1/82

Union's Final Offer:

Social Workers	6½% effective 1/1/82
Mental Health Technicians	6½% effective 1/1/82
	2½% effective 7/1/82

CONTENTIONS OF THE PARTIES:

It is the Employer's position that its final offer is the more fair and reasonable offer and most closely conforms to the statutory guidelines contained in Chapter 111.70. The Employer notes that in the Department of Social Services for Sauk, Juneau, and Richland, the counties comprising the Tri-County Human Services Center, a person with a Bachelor's Degree is considered a Social Worker. Only a person with a Master's Degree is considered a Social Worker by the Employer.

The Employer contends the evidence establishes that its 1981 salary schedule for master's level Social Workers exceeds the majority of the 1982 salary schedules for Master's Degree Social Workers. Additionally, the Employer pays more than the three counties which comprise the tri-county region. Therefore the Employer's offer of 5% falls within the statutory guidelines.

The Employer also argues that the evidence establishes that its offer of 5% effective January 1, 1982 and 2% effective

July 1, 1982 to the Mental Health Technicians is fair and reasonable. A review of the evidence establishes that the Employer's 1981 salaries are competitive with the 1982 salaries paid by other employers. According to the Employer, the work performed by the Mental Health Technician is distinguishable from the work performed by bachelor's level social workers employed by other employers. The Employer claims bachelor's level social workers perform more independently than do Mental Health Technicians who perform as part of a team and exercise little independent authority and discretion. Accordingly, the Employer argues that Mental Health Technicians are paid on the basis of their job duties, which include less authority and discretion than that which is exercised by bachelor's level social workers. Therefore, the salary schedule for Mental Health Technicians should not be comparable to the bachelor's level social worker employed by the counties.

While the Union notes that the Employer's insurance costs have not risen significantly for 1982, the Employer contends that such evidence has little significance in the absence of evidence regarding total package settlements of the counties relied upon by the Union in its exhibits. It is further noted by the Employer that when step increases, increased social security, and retirement contributions are calculated, the Employer's offer is very close to that of the Union.

For the foregoing reasons the Employer requests the arbitrator to award its final offer.

It is the Union's position that its final offer is the more fair and reasonable final offer and more closely meets the statutory guidelines. In this regard the Union notes that its proposed wage increase of 6½% is the lowest of the constituent counties of the Employer. The increase sought by the Union is modest especially considering the fact the Employer has experienced virtually no increase in insurance.

An additional argument is made by the Union that its proposal more closely approximates the wage increases given to non-represented employes than does the Employer's final offer.

While the Employer contends that the Mental Health Technician position was never intended to be a career position but rather was intended to be a means of providing experience to people who have an interest in mental health, the vagaries of the labor market and the Employer's needs have changed the original concept of the position. Employes are staying in the position for longer periods of time. There is conflicting testimony as to the duties of the position.

Employer witness Mr. Konold responded in the affirmative to a question by the Employer's counsel questioning whether Mental Health Technicians perform as do social workers employed by the counties. Subsequently, Mr. Konold testified that county social workers perform with less supervision. The Union argues that social workers employed by counties perform far more administrative work, while Mental Health Technicians' activities are largely clinical in nature.

The Union argues that the additional 2½% increase sought for Mental Health Technicians will not create parity with county social workers, many of whom do not have college degrees, but will move toward parity. The Employer recognizes the disparity by its offer, but the value of the Employer's offer is so little that it will not achieve its purposes.

For the above reasons the Union requests its final offer be awarded.

#### DISCUSSION:

The statutory guidelines given the mediator-arbitrator are contained in Chapter 111.70(4) subsection 7 and include the following:

"7. 'Factors considered.' In making any decision under the arbitration procedures authorized by this subsection, the mediator-arbitrator shall give weight to the following factors:

a. The lawful authority of the municipal employer.

b. Stipulations of the parties.

c. The interests and welfare of the public and the financial ability of the unit of government to meet the costs of any proposed settlement.

d. Comparison of wages, hours and conditions of employment of the municipal employes involved in the arbitration proceedings with the wages, hours and conditions of employment of other employes performing similar services and with other employes generally in public employment in the same community and in comparable communities and in private employment in the same community and in comparable communities.

e. The average consumer prices for goods and services, commonly known as the cost-of-living.

f. The overall compensation presently received by the municipal employes, including direct wage compensation, vacation, holidays and excused time, insurance and pensions, medical and hospitalization benefits, the continuity

"and stability of employment, and all other benefits received.

g. Changes in any of the foregoing circumstances during the pendency of the arbitration proceedings.

h. Such other factors, not confined to the foregoing, which are normally or traditionally taken into consideration in the determination of wages, hours and conditions of employment through voluntary collective bargaining, mediation, fact-finding, arbitration or otherwise between the parties, in the public service or in private employment."

One of the more significant factors in this dispute is 7(d), as the only issue before the mediator-arbitrator is salaries. Both parties introduced evidence relating to the compensation received by social workers working for other employers. A review of the evidence (Union Exhibit 3 and Employer Exhibits 3 and 4) very clearly establishes that the salaries paid to Social Worker II's by the Employer are very competitive at the maximum of the classification. This may be due in part to the fact a Social Worker II working for the Employer reaches the maximum salary of the classification after eleven steps, or after nine years, whereas a Social Worker II working for a different employer would reach the maximum after three to five steps, ranging in time from thirty months to fifty-four months. A review of Employer Exhibit 3 establishes that the starting salary for a Social Worker II working for the Employer is somewhat less than the starting salaries paid by 51.42 Boards. Five of the eight 51.42 agencies employ Social Worker II's and all but one have a higher starting salary for a Social Worker II than does the Employer.

The Employer's Social Worker I has a higher starting and maximum salary than the salaries paid by comparable employers. As is the case with a Social Worker II, a Social Worker I reaches the maximum salary after nine years.

A review of Union Exhibit 3 establishes that the Employer's salary schedule for Social Workers is higher than the comparable salary schedules of the three counties serviced by the Employer.

On balance, it appears that the Employer is a leader in the salaries paid to Social Worker I's, and competitive, after a period of time, in the salaries paid to Social Worker II's. It is apparent by reviewing the Employer's salary schedule that it is designed to foster a career concept for the Social Workers.

By far the most difficult classification to analyze is Mental Health Technician I. (The Mental Health Technician II, Ms. Gartland, functions with little supervision and has responsibility for assisting children with exceptional needs. Her position is unique and the only position classified as a Mental Health Technician II.) Mental Health Technician I's perform a wide variety of functions involving both in-patient and out-patient activities. While Technician I's have general direction from another professional, the degree of direction appears to vary based in part on the activity the Technician is engaged in.

The uniqueness of the Mental Health Technician I is evidenced by the fact that the parties themselves are unable to find a comparable position with which to draw comparisons. Part of the uniqueness may be attributable to the intent of the classification, i.e., to introduce college graduates interested in mental health to the challenges of the vocations involved in serving such clientele. It also appears, as noted by the Union, that the incumbents do not view their positions as transient, while the Employer, at least initially, had such intention. In any event, Mental Health Technicians are college graduates and paraprofessionals assisting in the delivery of services to the clients serviced by the Employer.

The final offers of the parties are  $1\frac{1}{2}\%$  apart for Social Workers and  $2\%$  apart for Mental Health Technicians. The Employer's final offer for Social Workers is  $5\%$  and the Union's final offer is  $6.5\%$ . According to the Consumer Price Index issued on August 24, 1982, which contains the July CPI figures, the CPI has increased  $6.5\%$  for all urban consumers for the last year. Thus the Union's final offer equals the increase in the CPI, while the Employer's final offer is somewhat less. The Employer's offer for the Mental Health Technician is  $5\%$  effective January 1, 1982, and an additional  $2\%$  effective July 1, 1982. The Union's final offer is  $6\frac{1}{2}\%$  effective January 1, 1982, and an additional  $2\frac{1}{2}\%$  effective July 1, 1982. Certainly neither party's final offer can be characterized as totally unreasonable.

Neither party introduced extensive evidence establishing a pattern of settlements which could serve to guide the undersigned. A comparison of the data found on Union Exhibits 1 and 3 establishes that Sauk County settled for  $7\%$  for its social workers; Richland County granted a  $4\%$  increase in January and a  $3\%$  increase in September; and Juneau County granted a  $6.5\%$  increase in January and an additional  $3\%$  in July. These figures are significant in that these three counties are the counties served by the

Employer, and the increases were given to employes in the same classifications. Within the context of the data provided, the Union's final offer more closely approximates the settlements in the area.

Having given due consideration to the statutory guidelines, it is the opinion of the undersigned that the Union's final offer more closely coincides with those guidelines, and therefore the undersigned awards the Union's final offer.

AWARD

1. The Union's final offer for 1982 is deemed the more appropriate final offer.

2. The Employer is directed to implement the Union's final offer for 1982.

  
Neil M. Gundermann, Arbitrator

Dated this 16th day  
of September, 1982  
at Madison, Wisconsin.